SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Filing at a Glance

Company: UnitedHealthcare of Arkansas, Inc.

Product Name: Facility Participation Agreement Filing	SERFF Tr Num: UHLC-126385157	State: Arkansas
TOI: H21 Health - Other	SERFF Status: Closed-Approved-Closed	State Tr Num: 44095
Sub-TOI: H21.000 Health - Other	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Rosalind Minor
	Author: Ebony Terry	Disposition Date: 11/17/2009
	Date Submitted: 11/16/2009	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type:
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 11/17/2009	Explanation for Other Group Market Type:
	State Status Changed: 11/17/2009
Deemer Date:	Created By: Ebony Terry
Submitted By: Ebony Terry	Corresponding Filing Tracking Number:

Filing Description:

Facility Participation Agreement

Company and Contact

Filing Contact Information

Ebony Terry, Compliance Analyst	Ebony_N_Terry@uhc.com
4 Taft Court	301-838-5611 [Phone]
Rockville, MD 20850	301-838-5676 [FAX]

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Filing Company Information

UnitedHealthcare of Arkansas, Inc.	CoCode: 95446	State of Domicile: Arkansas
Plaza West Building	Group Code:	Company Type: HMO
415 North McKinley Street, Suite 300	Group Name:	State ID Number:
Little Rock, AK 72205	FEIN Number: 63-1036819	
(952) 992-7428 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
UnitedHealthcare of Arkansas, Inc.	$50.00	11/16/2009	32067572

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/17/2009	11/17/2009

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 11/17/2009
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover Letter and the most recently approved Regulatory Appendix	Approved-Closed	Yes
Form	Facility Participation Agreement	Approved-Closed	Yes

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Form Schedule

Lead Form Number: UHC/FPA[ANC][Nat'l].07.09.AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/17/2009	UHC/FPA[ANC][Nat'l].07.09.AR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Facility Participation Agreement	Initial			AR FPA-ANC FilingDocument 07 03 09-Cln.pdf

Facility Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of Arkansas, Inc.,and the other entities that are United's Affiliates (collectively referred to as "United") [including without limitation those affiliates listed in Exhibit 1] and _____ ("Facility").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) _____, 200_ or

ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide such services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.
Definitions

The following terms when used in this Agreement have the meanings set forth below:

1.1 "Benefit Plan" means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 "Covered Service" is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

1.3 "Customary Charge" is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

1.4 "Customer" is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 "Payment Policies" are the guidelines adopted by United outside of this Agreement for calculating payment of claims to facilities (including claims of Facility under this Agreement).

The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 "Payer" is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

1.7 "Protocols" are the programs, protocols and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, concurrent review, or other similar United or Payer programs. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 "United's Affiliates" are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.
Representations and Warranties

2.1 Representations and Warranties of Facility. Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

a) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

b) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

c) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (i) the organizational documents of Facility, (ii) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (iii) applicable law.

d) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

e) Facility has been given an opportunity to review the Protocols and Payment Policies and acknowledges that it is bound by the Protocols and that claims under this Agreement will be paid in accordance with the Payment Policies.

f) Each submission of a claim by Facility pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to United that (i) the representations and warranties of it set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (ii) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (iii) the charge amount set forth on the claim is the Customary Charge and (iv) the claim is a valid claim.

2.2 Representations and Warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

a) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

b) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

c) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (i) the organizational documents of United, (ii) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (iii) applicable law.

d) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 Facility's Services. This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. In the event Facility begins providing services at other locations, or under other tax identification number(s), (either by operating such locations itself, or by acquiring, merging or affiliating with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers), such additional tax identification numbers, or locations will become subject to this Agreement only upon the written agreement of the parties.

Ancillary Only (but not Lab): Replace paragraph above with the following:

3.1 Facility's Services. This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. In the event Facility begins providing services at other locations, new types of facilities, or under other tax identification number(s), (either by operating such locations itself, or by acquiring, merging or affiliating with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers), such additional tax identification numbers, new types of facilities, or locations, will become subject to this Agreement only upon the written agreement of the parties. For purposes of this Section 3.1, types of facilities shall include _____.

In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, this Agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to such agreements.

Ancillary Only: Replace paragraph above with the following: In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates set forth in the applicable Payment Appendix to this Agreement shall remain in effect for each of Facility's locations specified in this Agreement and the payment rates for the acquired provider shall be the lesser of (1) the rates set forth in the other agreement, or (2) the rates set forth in the applicable Payment Appendix to this Agreement.

Facility may transfer all or some of its assets to another entity, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, but only if Facility requests that United approve the assignment of this Agreement as it relates to those Covered Services and only if the other entity agrees to assume this Agreement. This paragraph does not limit United's right under Section 9.4 of this Agreement to elect whether to approve the assignment of this Agreement.

Ancillary Only: Replace paragraph above with the following:

Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United.

3.2 Payers and Benefit Plan types. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

3.3 Services not covered under a Benefit Plan. This Agreement does not apply to services not covered under the applicable Benefit Plan. Facility may seek and collect payment from a Customer for such services, provided that the Facility first obtain the Customer's written consent.

This section does not authorize Facility to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid. That issue is addressed in sections 6.5 and 6.8 of this Agreement.

3.4 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid.

(Ancillary Provider Only):

3.5 Health Care. Facility acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern a physician's or hospital's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with a hospital and with Customers and their physicians, and not with United or any Payer.

3.5 Health Care. Facility acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.6 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement.

ANCILLARY ONLY Add the following:

Remove this clause for ancillary providers that do not provide this service

[3.7 Services Rendered by a Facility that is a provider of emergency transport and other related health care services. The following provisions of this Agreement do not apply to services rendered by a Facility that is a provider of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations:

i) the requirement in section 3.3 that Facility first obtain the Customer's written consent in order to seek and collect payment from a Customer for non-covered services (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the consent is not obtained by the admissions personnel of the emergency facility to which the Customer is brought);

ii) the statement in section 3.5 that the decision regarding what care is to be provided remains with Facility and with Customers and their physicians. Instead the decision regarding what care is to be provided remains with Facility and with Customers to the extent they are able to discuss the care to be provided by Facility;

iii) the requirements in Section 4.3; however, Facility will provide services 24 hours a day, seven days a week;

iv) Sections 4.4.1 and 4.4.4;

v) the requirement in section 4.9 that Facility obtain the Customer's consent to authorize Facility to provide access to requested information or records as contemplated in section 4.10 (however, Facility shall obtain the Customer's consent as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the Facility keeps medical records);

vi) the requirements in section 4.10 regarding medical records (but only if Facility does not keep medical records because such records are instead kept by the emergency facility to which the Customer is brought);

vii) the requirements in Section 4.11 regarding certain quality data (but only if Facility does not collect and review such quality data because the collection and review of such quality data is instead done by the emergency facility to which the Customer is brought);

viii) the requirement in section 6.6 that, prior to rendering services, Facility ask the patient to present his or her Customer identification card (however, Facility shall ask patient to present his or her Customer identification card as soon as it is reasonable to do so consistent with Facility's legal obligations regarding the provision of emergency transport and other related health care services when taking Customer to the nearest emergency facility in an emergent situation in order for Customer to be stabilized and to receive screening examinations and then, only if the role is not instead played by the admissions personnel of the emergency facility to which the Customer is brought).]

Article IV.
Duties of Facility

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(d) of this Agreement and credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

4.2 Nondiscrimination. Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 Accessibility. Facility will be open 24 hours a day, seven days a week.

Ancillary: Replace the above 4.3 with the following:

[4.3 Accessibility. At a minimum, Facility will be open during normal business hours, Monday through Friday.]

4.4 Cooperation with Protocols. Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

1) Facility will use reasonable commercial efforts to direct Customers only to other providers that participate in United's network, except as permitted under the Customer's Benefit Plan or otherwise authorized by United or Payer.

2) Facility will make its best efforts to assure that all Facility-based physician groups participate

in United's network as long as this Agreement is in effect.

In the event that a Facility-based physician group is not a participating provider with United, Facility's Chief Financial Officer or equivalent senior level officer ("Facility Representative") will assist United in its efforts to negotiate an agreement with such group. Upon request by United, Facility Representative will:

a) meet with Facility-based physician group to encourage participation. Facility Representative shall provide United with meeting minutes of any such meeting within 15 days. Meeting minutes will include a summary of the key discussion points and an outline of any actionable resolution options deemed by Facility Representative.

b) write letter(s) to Facility-based physician group encouraging the group to negotiate in good faith with United. The letter will also outline any contractual requirements in the agreement between Facility and Facility-based physician group that requires Facility-based physician group to (1) negotiate in good faith with third party payers, (2) participate in third party payer networks, and (3) other provisions related to Facility-based physician group's participation with third party payers.

c) invoke any applicable penalties or other contractual terms in its agreement with Facility-based physician group related to its non-participating status with a third party payer.

d) allow independent legal counsel (mutually agreeable to all relevant parties) to review Facility/Facility-based physician agreement to ensure Facility is fully invoking all the relevant terms and conditions of such agreement to require or promote Facility-based physician group's participation status with United.

United warrants that it will negotiate with Facility-based physician groups in good faith. Facility acknowledges that United will have no responsibility for the credentialing of any employed or sub-contracted Facility-based provider.

3) Facility will provide notification for certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information, as required by United or Payer as described in the Protocols.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if such change is applicable to all or substantially all of the facilities in United's network located in the same state as Facility. Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to such services. Facility

affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 Licensure. Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement. In addition, Facility shall either: (1) obtain and maintain JCAHO accreditation; or (2) in lieu of JCAHO accreditation, adopt CMS National Hospital Voluntary Reporting Initiative (NQF Core Measures).

4.7 Liability Insurance. Facility shall procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance shall be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance shall be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility shall submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate
Commercial general and/or umbrella liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility shall maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility shall provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number. [In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information. [***Lab Only Additional language:*** United shall have the right to terminate this Agreement upon ten (10) days written notice to Facility in the event there is any change in the controlling interest of Facility modifying the percentage ownership interest outlined in Exhibit 2 to this Agreement.] This section does not apply to changes of ownership or control that result in Facility being owned or controlled by an entity with which it was already affiliated prior to the change.

[4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested

information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.]

4.10 Maintenance of and Access to Records. Facility will maintain adequate medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

i) to United or its designees, in connection with United's utilization management/ Care Coordination[SM], quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and

ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within 30 days of United's request.

If such information and records are requested by United, Facility shall provide copies of such records free of charge**.**

4.11 Access to Data. Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to whom Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers. Notwithstanding the foregoing, Facility agrees that it will participate in The Leapfrog Group's annual patient safety survey. **4.12 Compliance with law**. Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

4.13 Electronic connectivity. When made available by United, Facility will do business with United electronically. Facility will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Facility agrees to use www.unitedhealthcareonline.com for additional functionalities (for instance, notification of admission) after United informs Facility that such functionalities have become available for the applicable Customer.

4.14. Implementation of Patient Safety Programs. Facility will implement quality programs recommended by nationally recognized third parties (such as The Leapfrog Group and CMS) as designated by United from time-to-time such as The Leapfrog Group's programs related to Computer Physician Order Entry (CPOE), Evidence-based Hospital Referral (EHR), ICU Physician Staffing (IPS)., and the 27 other patient safety practices arrived at by national consensus (National Quality Forum Safe Practices).

Ancillary Only: Replace the paragraph(s) above with the following:
[**4.14 Implementation of Patient Safety Programs.** Facility will implement quality programs recommended by nationally recognized independent third parties on a reasonably prompt basis].

4.15. "Never Events". In the event a "never event" occurs in connection with Facility rendering services to a Customer, Facility will take the steps recommended by the Leapfrog Group. At present, these steps are set forth in the Leapfrog Group's "Position Statement on Never Events" (http://www.leapfroggroup.org) and are as follows:

- Apologize to the patient and/or family affected by the never event;
- Report the event to United and to at least one of the following agencies: The Joint Commission, as part of its Sentinel Events policy; state reporting program for medical errors; or a Patient Safety Organization (e.g. Maryland Patient Safety Center);
- Perform a root cause analysis, consistent with instructions from the chosen reporting agency; and
- Waive all costs directly related to the event. In order to waive such costs, Facility will not submit a claim for such costs to United or Payer and will not seek or accept payment for such costs from the Customer or anyone acting on behalf of the Customer.

For purposes of this section 4.15, a "never event" is an event included in the list of 28 "serious reportable events" published by the National Quality Forum (NQF) in October 2006, as the list may be updated from time to time by the NQF and adopted by Leapfrog.

***Ancillary Only:** Delete section 4.15 and replace with the following:*
4.15. This section intentionally left blank.

Article V.
Duties of United and Payers

5.1 Payment of Claims. As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time.

5.2 Liability Insurance. United will procure and maintain professional and general liability insurance and other insurance, as United reasonably determines may be necessary, to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

5.3 Licensure. United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 Notice. United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 Compliance with law United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 Electronic connectivity United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those products supported by www.unitedhealthcareonline.com. United will communicate enhancements in www.unitedhealthcareonline.com functionality as they become available, as described in Section 4.13, and will make information available as to which products are supported by www.unitedhealthcareonline.com.

5.7 Employees and subcontractors. United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to such services.

Article VI.
Submission, Processing, and Payment of Claims

6.1 Form and content of claims. Facility must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Facility shall submit claims using current [CMS 1500 or] UB04 or successor forms for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding.

6.2 Electronic filing of claims. Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

6.3 Time to file claims. All information necessary to process a claim must be received by United no more than 90 days from the date of discharge or 90 days from the date all outpatient Covered Services are rendered. In the event United requests additional information in order to process the claim, Facility will provide such additional information within 90 days of United's

request. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the 90 day filing limit will begin on the date Facility receives the claim response from the primary payer.

6.4 Payment of claims. Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 Denial of Claims for Not Following Protocols or Not Filing Timely. Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim under section 6.3 of this Agreement.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Facility appeals within 12 months after the date of denial and can show all of the following:

i) that, at the time the Protocols required notification or at the time the claim was due, Facility did not know and was unable to reasonably determine that the patient was a Customer,
ii) that Facility took reasonable steps to learn that the patient was a Customer, and
iii) that Facility promptly provided notification, or filed the claim, after learning that the patient was a Customer.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility shall ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information on the patient as a Customer.

However, Facility acknowledges that such information provided by United is subject to change retroactively, under the following circumstances, (1) if United has not yet received information that an individual is no longer a Customer; (2) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (3) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (4) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for such services.

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting in their behalf,

in excess of payment in full as provided in this section 6.7, regardless of whether such amount is less than Facility's billed charge or Customary Charge.

6.8 Customer "Hold Harmless." Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Facility's failure to comply with the Protocols,
ii) Facility's failure to file a timely claim,
iii) Payer's Payment Policies,
iv) inaccurate or incorrect claim processing,
v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause v) of this Section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility shall be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer from such action and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of overpayments or underpayments of claims. In the event that either Party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Facility may not seek correction of a payment more than 12 months after it was made.

Facility will repay overpayments within 30 days of notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return such overpayment to United within 30 days after posting it as a credit balance.

Facility agrees that recovery of overpayments may be accomplished by offsets against future payments.

Article VII.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see http://www.adr.org). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in (name of county) County, (state). The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.
The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VII. While such arbitration remains pending, the termination for breach will not take effect.

This Article VII governs any dispute between the parties arising before or after execution of this Agreement, and shall survive any termination of this Agreement.

Article VIII.
Term and Termination

8.1 Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of three years and renew automatically for renewal terms of one year, until terminated pursuant to section 8.2.

For local market Ancillary Provider:

[8.1 Term. This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one year and renew automatically for renewal terms of one year, until terminated pursuant to section 8.2.]

8.2 Termination. This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;
ii) by either party, upon at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

Local Ancillary Only

[ii) by either party, upon 90 days written notice, effective at the end of the initial term or at the end of any renewal term;]

iii) by either party upon 60 days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, such termination may be deferred as further described in Article VII of this Agreement;
iv) by either party upon 10 days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement; or
v) by United upon 10 days written notice in the event Facility loses accreditation.
vi) By United, upon 90 days notice, in the event:

a) Facility loses approval for participation under United's credentialing plan, or
b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan.

8.3 Ongoing Services to Certain Customers After Termination Takes Effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination

takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Inpatient Covered Services	30 days or until discharge, whichever comes first
Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

For Ancillary only:

Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

Article IX.
Miscellaneous Provisions

9.1 Entire Agreement. This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.

Ancillary only: **[9.1 Entire Agreement**. This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.]

9.2 Amendment. This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

9.3 Nonwaiver. The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

9.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

9.5 Relationship of the Parties. The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 No Third-Party Beneficiaries. United and Facility are the only entities with rights and remedies under the Agreement.

9.7 Delegation. United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.

9.8 Notice. Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

9.9 Confidentiality. Neither party will disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

a) any proprietary business information, not available to the general public, obtained by the party from the other party; or
b) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

National Ancillary Agreements Only*- Replace the above paragraph with the following:*
[9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, and any other applicable law.]

9.11 Regulatory Appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Sections 4.10, 6.7, 6.8, Article VII and sections 8.3 and 9.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

Lab only
9.14 or 9.15 Data Services. The parties incorporate by reference the Data Services Appendix attached to this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

[Facility]

Signature _____

Print Name _____

Title _____

Date _____

Address to be used for giving notice to Facility under the Agreement:

Street _____

City _____

State _____Zip Code _____

E-mail _____

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Arkansas, Inc. and its other affiliates [including without limitation those affiliates listed in Exhibit 1], as signed by its authorized representative:

Signature _____

Print Name _____

Title _____

Date _____

Signature_____

Print Name _____

Title: _____

Date _____

[Address to be used for giving notice to United under the Agreement]

*Street*_____

*City*_____

State _____ *Zip Code*_____

IN THE EVENT THIS AGREEMENT INCLUDES TWO SIGNATURE BLOCKS FOR UNITED, THIS AGREEMENT IS NOT BINDING UPON UNITED UNLESS EACH OF THE TWO UNITED SIGNATURE BLOCKS ARE EXECUTED.

Attachments

____ Appendix 1: Facility Location and Service Listings
____ Appendix 2: Benefit Plan Descriptions
____ [Appendix (cies) 3: Fee Schedule Samples (1500 billers only)]
____
____ State Regulatory Requirements Appendix (list all states as applicable) _____
_____
_____
_____

____ All Payer Appendix (Appendices)
____ Medicare Advantage Regulatory Requirements Appendix
____ Medicare Advantage Payment Appendix
____ Medicare Select Payment Appendix
____ [Medicaid Regulatory Requirements Appendix]
____ [Medicaid Payment Appendix]
____ Other _____
____ Exhibit 1 United Affiliates Licensed as an Insurance Company or HMO ***National Ancillary only***

____ Exhibit 2 Ownership Attestation *Lab only*

IMPORTANT NOTE: Facility acknowledges its obligation under Section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

Appendix 1
Facility Location and Service Listings

[Facility System Name]

BILLING ADDRESS

[Facility Name]
[Street Address]
[City, State Zip]
[TIN]
[NPI]

[FACILITY LOCATIONS]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[OTHER SERVICE LOCATIONS]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

[Facility Name]
[Street Address]
[City, State Zip]
[Phone #]
[TIN]

Appendix 2
Benefit Plan Descriptions

United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types listed below

- Benefit Plans where Customers are offered a network of Participating Providers and must select a Primary Physician. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are offered a network of Participating Providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are not offered a network of Participating Providers from which they may receive Covered Services.

- [Medicare Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"), other than Medicare Advantage Private Fee-For-Service Plans.]

- [Benefit Plans for Workers' compensation benefit programs]

- [Benefit Plans for Medicare Select.]

Facility will **not** participate in the network of physicians and other health care professionals and providers established by United for the Benefit Plan types described below:

- Benefit Plans for Medicaid Customers (Note: excluding Medicaid from this Agreement does not preclude the parties or their affiliates from having a separate agreement pertaining to participation in a Medicaid network).

- Medicare Advantage Private Fee-For-Service plans.

- [Medicare Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"). Note: Although Medicare Benefit Contracts, as described above, are excluded from this Agreement, there can be a separate agreement between United and Facility or between United's affiliates and Facility's affiliates providing for Facility's participation in a network for certain of those Medicare Benefit Plans.]

- [Benefit Plans for Workers' compensation benefit programs]

- [Benefit Plans for Medicare Select.]

[Appendix 3

Representative All Payer Fee Schedule Sample for : [*Fee Schedule ID*]]

Unless another fee schedule to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this fee schedule apply to Covered Services rendered by Facility to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

Unless specifically indicated otherwise, amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the Customer is responsible to pay under the Customer's Benefit Plan will be subtracted from the listed amount in determining the amount to be paid by the in determining the amount to be paid by United or the participating entity. The actual payment amount is also subject to matters described in this Agreement, such as the Payment Policies. This information is subject to the confidentiality provisions of this Agreement.]

[Appendix 3

Fee Schedule Sample: Options PPO

Representative Options PPO Fee Schedule Sample : [*Fee Schedule ID*]]

The provisions of this fee schedule apply to Covered Services rendered by Facility to Customers covered by Benefit Plans marketed under the name "Options PPO" and Benefit Plans where Customers are not offered a network of participating physicians and other health care professionals from which they may receive Covered Services.

Unless specifically indicated otherwise, amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the Customer is responsible to pay under the Customer's Benefit Plan will be subtracted from the listed amount in determining the amount to be paid by the Payer. The actual payment amount is also subject to matters described in this Agreement, such as the Payment Policies. This information is subject to the confidentiality provisions of this Agreement.

Fee Schedule Sample: Products other than Options PPO

Representative Options PPO Fee Schedule Sample: [*Fee Schedule ID*]]

Unless another fee schedule to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this fee schedule apply to Covered Services rendered by Facility to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

Unless specifically indicated otherwise, amounts listed in the fee schedule represent global fees and may be subject to reductions based on appropriate modifier (for example, professional and technical modifiers). Any co-payment, deductible or coinsurance that the Customer is responsible to pay under the Customer's Benefit Plan will be subtracted from the listed amount in determining the amount to be paid by the Payer. The actual payment amount is also subject to matters described in this Agreement, such as the Payment Policies. This information is subject to the confidentiality provisions of this Agreement.]

[Appendix 3

Representative Medicare Fee Schedule Sample [*Fee Schedule ID*]]

The provisions of this fee schedule apply to services rendered by Facility to Medicare Customers covered by Medicare Benefit Plans that (A) are sponsored, issued or administered by any Payer and (B) replace, either partially or in its entirety, the original Medicare coverage (Medicare Part A and Medicare Part B) issued to beneficiaries by the Centers for Medicare and Medicaid Services ("CMS"), other than Medicare Advantage Private Fee-For-Service Plans. The provisions of this fee schedule do not apply to services Facility renders to Medicare beneficiaries pursuant to a commercial Benefit Plan.

United will use best efforts to update the amounts for services listed in the attached fee schedule that are based on the CMS physician Medicare fee schedule on or before the later of (a) ninety (90) days after the effective date of any modification made by CMS to the CMS physician Medicare fee schedule; provided, however, in the event CMS makes a change to such modification after the effective date of such modification, United will use best efforts to update the methodology and factors in accordance with such subsequent change within ninety (90) days after the date on which CMS places information regarding such subsequent change in the public domain, or (b) ninety (90) days after the date on which CMS initially place information regarding such modification in the public domain (e.g., CMS distributes program memoranda to providers).

Amounts listed in the attached sample fee schedule are gross amounts. Any co-payments, deductibles or coinsurance that the Medicare Customer is responsible to pay under his or her Benefit Plan will be subtracted from the amount listed in the attached sample fee schedule in determining the amount to be paid by the Payer. The actual payment amount is also subject to matters described in our Agreement, including Payment Policies. This information is subject to the confidentiality provisions of this Agreement.]

Exhibit 1
List of UnitedHealth Group Incorporated Affiliates
Licensed as an Insurance Company or HMO
as of (insert date)

Company Name

This list is subject to change.

For use with Lab agreements only:

Exhibit 2
ATTESTATION OF {NAME OF LAB}

State of _____

County of { }

Before me the undersigned Notary appeared _____, who being either known personally to me and/or presenting proper identification, was duly sworn by me and testified as follows:

(1) "My name is _____. I am over the age of 18, fully competent to give this Attestation and have personal knowledge of the facts stated in it."

(2) "I hereby certify that {ENTITY NAME or NAME OF LAB} has XX% ownership of the {NAME OF THE LAB}."

(3) "I hereby certify that the following entities have the following percentage ownership of the {NAME OF THE LAB}: {List all entities and percentage ownership}."

(4) "I hereby certify that at no time will there be any change in the controlling interest modifying the current percentage ownership as set forth herein of the {NAME OF THE LAB}."

(5) "I hereby certify that at no time will the {NAME OF THE LAB} assets, liabilities, revenues and expenses be consolidated from {NAME OF THE LAB} to any other laboratory or its affiliates such that all or some of the Covered Services subject to the Agreement will be rendered by such other laboratory or its affiliates."

Further this Affiant sayeth not.

Signed this _____ day of ____, 200_.

_____
[Affiant signature]

Notary Stamp/Certification

_____
Notary Signature

_____
Date of Notary's Signature

_____
Expiration date of Notary authority

SERFF Tracking Number:	*UHLC-126385157*	*State:*	*Arkansas*
Filing Company:	*UnitedHealthcare of Arkansas, Inc.*	*State Tracking Number:*	*44095*
Company Tracking Number:			
TOI:	*H21 Health - Other*	*Sub-TOI:*	*H21.000 Health - Other*
Product Name:	*Facility Participation Agreement Filing*		
Project Name/Number:	*/*		

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	11/17/2009
Bypass Reason:	NA		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	11/17/2009
Bypass Reason:	NA		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	11/17/2009
Bypass Reason:	NA		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	11/17/2009
Bypass Reason:	NA		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter and the most recently approved Regulatory Appendix	Approved-Closed	11/17/2009
Comments:			

Attachments:

Arkansas_Reg_Require_FPA_MGA2006 (4).pdf

Cover Letter FPA.pdf

Arkansas Regulatory Requirements Appendix

This Arkansas Regulatory Requirements Appendix (the "Appendix") is made part of the Agreement entered into between **United HealthCare Insurance Company,** contracting on behalf of itself, **United HealthCare of Arkansas, Inc.,** and the other entities that are United's Affiliates (collectively referred to as "United") and the health care professional or entity named in the Agreement ("Provider").

This Appendix applies to products or benefit plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under Arkansas laws provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix.

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

Provisions applicable to Benefit Plans regulated under Arkansas HMO laws:

1. Continued Provision of Covered Services.

(a) Following Termination due to United Insolvency. Provider agrees that in the event this Agreement is terminated because of United's insolvency, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider for the duration of the period for which premiums have been paid to United on behalf of a Customer or until the Customer's discharge from an inpatient facility if Customer was confined to an inpatient facility on the date of United's insolvency.

(b) Continuity of Care After Termination. If this Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: (i) the current episode of treatment is completed; (ii) the end of ninety (90) days; or (iii) the Customer ceases to be covered by the Plan. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement.

2. Hold Harmless. In the event that Payer fails to pay for Covered Services as set forth in this Agreement, Customer shall not be liable to Provider for any sums owed by the Payer. Provider shall not collect or attempt to collect from Customer any sums owed by Payer. Provider (and Provider's agents, trustees, or assignees) may not maintain an action at law against a Customer to collect sums owed by Payer; nor make any statement, either written or oral, to any

Customer that makes demand for, or would lead a reasonable person to believe that a demand is being made for payment of any amounts owed by the health maintenance organization or Payer.

3. Examinations. During the term of this Agreement and for three (3) years after termination, Provider agrees to allow examination of medical records of Customers and records of Provider in conjunction with an examination of United conducted by the Arkansas Insurance Commissioner or Arkansas Director of the Department of Health, in accordance with Arkansas Statutes Section 23-76-122.

4. Confidentiality. Any data or information pertaining to the diagnosis, treatment, or health of a Customer obtained from the Customer or from any provider shall be held in confidence and shall not be disclosed to any person except to the extent that it may be necessary to carry out the purposes of applicable Arkansas law, upon the express consent of the Customer, pursuant to statute or court order for the production of evidence or the discovery thereof or in the event of a claim or litigation between the Customer and United wherein the data or information is pertinent. United shall be entitled to claim any statutory privileges against the disclosure that Provider (or provider who furnished the information to United) is entitled to claim.

5. Customer Medical Records. Provider shall maintain an active record for each Customer who receives Covered Services from Provider. Such record shall be kept current, complete, legible and available to United and Arkansas regulatory agencies. Each medical record shall contain sufficient information and data to support diagnosis, plan of treatment and other pertinent medical information such as medical history and progress notes. Each entry in a Customer's medical record shall be indelibly added to the record, dated and signed or initialed by the person making the entry. Provider shall have a means of identifying the name and professional title of each individual who makes an entry into the record. At a minimum, the medical record shall include: identification of the Customer, patient history, known past surgical procedures, known past and current diagnoses and problems, and known allergies and untoward reactions to drugs. With regard to each episode of care, the Customer's medical record shall include: the reason for the encounter, evidence of the Provider's assessment of the Customer's health problems; current diagnosis of the Customer, including the results of any diagnostic testing; plan of treatment, including any therapies and health education; and medical history relevant to the current episode of care. Provider shall document that Provider has reviewed all outcomes of ancillary reports and taken follow-up actions regarding report results that are deemed significant by the Provider.

6. Provider Communication with Customers. Nothing in this Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Customer any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by United or Payer in this Agreement.

7. Provider Input. As requested by United, Provider shall provide input to United's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.

8. Prompt Pay. United and Payer shall pay claims in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11-15.

9. Recoupment. United, Payer and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 *et seq* and Arkansas Rule 85 regarding recoupment of paid claims.

Provisions applicable to Benefit Plans regulated by the State of Arkansas but not subject to Arkansas HMO laws:

1. Continuity of Care After Termination. If this Agreement is terminated for any reason, Provider shall continue the provision of Covered Services to a Customer who is receiving care from Provider in relation to a current episode of treatment for an acute condition on and after the effective date of such termination until the first to occur of: (a) the current episode of treatment is completed; (b) the end of ninety (90) days; or (c) the Customer ceases to be covered by the Plan. Provider shall be reimbursed in accordance with this Agreement for all such Covered Services rendered subsequent to the termination of this Agreement.

2. Provider Communication with Customers. Nothing in this Agreement shall be construed as prohibiting, restricting or penalizing Provider in any way for disclosing to a Customer any health care information that Provider deems appropriate regarding the nature of treatment, risks or alternatives thereto, the availability of alternate therapies, consultations, or tests, the decision of utilization reviewers, or similar persons, to authorize or deny services, the process that is used to authorize or deny health care services or benefits, or information on financial incentives and structures used by United or Payer in this Agreement.

3. Provider Input. As requested by United, Provider shall provide input to United's medical policy, utilization management procedures, quality and credentialing criteria and medical management procedures.

4. Prompt Pay. United and Payer shall pay claims in accordance with claims processing and payment provisions contained in Arkansas Insurance Department Rule and Regulation 43, Unfair Claims Settlement Practices, Sections 11-15.

5. Recoupment. United, Payer and Provider shall comply with the applicable requirements as set forth in Arkansas Code Annotated § 23-63-1801 *et seq* and Arkansas Rule 85 regarding recoupment of paid claims.

November 15, 2009,

Via U.S. Mail

Rosalyn Minor

Arkansas Insurance Department

1200 West 3rd Street

Little Rock, Arkansas 72201

NAIC: 95446 United Healthcare of Arkansas, Inc.®

Form # UHC/FPA[ANC][Nat'l].07.09.AR

Dear Ms. Minor,

On behalf of United Healthcare of Arkansas, Inc., please accept this correspondence as a submission of the above referenced Provider Agreement Form ("Agreement") and its corresponding Regulatory Addendum for the Arkansas Insurance Department's ("the Department") review. For the Departments convenience I have included the most recently approved Regulatory Appendix (2006) loaded on the supporting documents tab.

This submission has been submitted electronically via SERFF and United Healthcare of Arkansas, Inc. recognizes that we may not implement this form until and unless approval has been granted. Should the Department have any immediate concerns or questions regarding this submission, please feel free to contact me at 301.838.5611, through the SERFF messaging system or at Ebony_N_Terry@uhc.com.

Respectfully,

Ebony N. Terry

Compliance Analyst

Enclosure

ENT